

1 BILL NO. S-87-09-35

2 SPECIAL ORDINANCE NO. S-256-87

3 AN ORDINANCE approving the Contract  
4 for Res. 6104-87, Coliseum Blvd. -  
5 Streets, between S. E. Johnson  
Companies, Inc., and the City of  
6 Fort Wayne, Indiana, in connection  
with the Board of Public Works  
and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

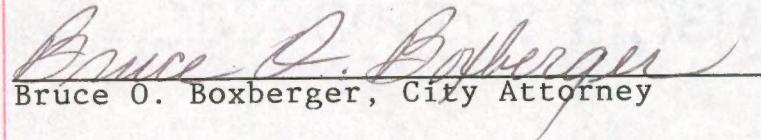
9 SECTION 1. That the Contract for Res. 6104-87, Coliseum  
10 Blvd. - Streets, by and between S. E. Johnson Companies, Inc.,  
11 and the City of Fort Wayne, Indiana, in connection with the Board  
12 of Public Works and Safety, for:

13 the improvement of South Coliseum  
14 Blvd. from the north curb line  
15 of New Haven Avenue to its southern  
terminus (south curb line of Pontiac  
Street) - Profile Planing - New  
16 Inlets - 3" H.A.C. (Asphalt);

17 the Contract price is Ninety-Three Thousand One Hundred Forty-  
18 Three and No/100 Dollars (\$93,140.00), all as more particularly  
19 set forth in said Contract, which is on file in the Office of  
20 the Board of Public Works and Safety and, is by reference incorporated  
21 herein, made a part hereof, and is hereby in all things ratified,  
22 confirmed and approved. Two (2) copies of said Contract are  
23 on file with the Office of the City Clerk and made available  
24 for public inspection, according to law.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28  
29 APPROVED AS TO FORM  
30 AND LEGALITY

31  
32   
Bruce O. Boxberger, City Attorney

  
Samuel J. Talarico  
Councilmember

Read the first time in full and on motion by Talarico  
 seconded by Eisbart, and duly adopted, read the second time  
 by title and referred to the Committee Public Works (and) the City  
 Plan Commission for recommendation) and Public Hearing to be held after  
 due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
 Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 9-22-87

Sandra E. Kennedy  
 SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico  
 seconded by Eisbart, and duly adopted, placed on its  
 passage. PASSED: (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 10-13-87

Sandra E. Kennedy  
 SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
 (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. A-25687  
 on the 13th day of October, 1987.

ATTEST:

(SEAL)

Sandra E. Kennedy  
 SANDRA E. KENNEDY, CITY CLERK

Thomas P. Henry  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
 on the 14th day of October, 1987,  
 at the hour of 11:00 o'clock A.M., E.S.T.,

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of October,  
 1987, at the hour of 11:00 o'clock A.M., E.S.T.

Win Moses, Jr.  
 WIN MOSES, JR., MAYOR

NOTICE OF AWARD

TO: S. E. Johnson Companies, Inc.  
201 S. Thomas Road.  
Fort Wayne, IN 46863

PROJECT DESCRIPTION Res. 6104-87 South Coliseum Blvd.

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated \_\_\_\_\_

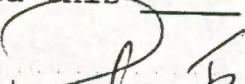
You are hereby notified that your BID has been accepted for items in the amount of \$ 93,143.00.

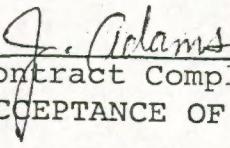
You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights, as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 9th day of Sept., 1987.

  
Win C. Moses, Jr., Mayor

  
Contract Compliance  
ACCEPTANCE OF NOTICE

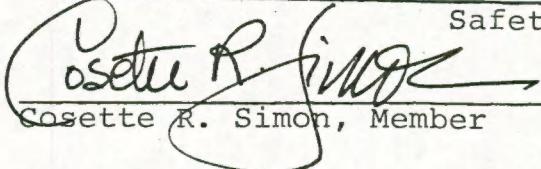
Receipt of the above NOTICE OF AWARD  
is hereby acknowledged by

Title \_\_\_\_\_

cc: Bob Ebert  
St. Eng.  
Jess Yoder  
file

OWNER  
City of Fort Wayne

By   
Baron R. Biedenweg  
Title Director, Board of Works & Safety

  
Cosette R. Simon, Member

Gregory A. Purcell, Member

PJD TAB

DATE: 9-2-87

**BIDDER'S**

RIBDEK

## **BIDDER'S**

PROJECT: SOUTH COLISEUM BLVD.

REF. NO: 6104-87

S.E. JOHNSON C

WAYNE ASPHALT

RIETH RILEY

0.4

TOTAL: \$105,181.00 | TOTAL: \$93,143.00 | TOTAL: \$96,965.00 | TOTAL: \$111,024.00

1% over  
1% under

1% over 0.00% 1% over 0.00% 1% over 5.2  
 1% under 11.45% 1% under 7.81% 1% under 0.0

**"NOTICE TO BIDDERS"**

The following documents must be completed, endorsed, and submitted with each bid. These pages are printed on COLORED PAPER to assist you in identifying them. PLEASE RETURN THE ORIGINAL COLORED SHEETS IN YOUR BID PACKET. FAILURE TO COMPLETE AND RETURN ALL ORIGINAL DOCUMENTS WILL RESULT IN YOUR BID BEING DETERMINED INCOMPLETE; AND, MAY BE REASON FOR THE CITY OF FORT WAYNE TO DISALLOW YOUR BID.

DOCUMENTS REQUIRED WITH EACH BID:

1. Bid
  2. Bidder's Bond
  3. Non-Collusion Affidavit
  4. Certificate in Lieu of Financial Statement if Form 96-A has been submitted with previous bids otherwise Form 96-A must be attached.
  5. MBE/WBE Participation Goal Statement
  6. Minority/Female Hourly Utilization Goal
  7. Street Barricade Maintenance Information
- Effective immediately, bidders are required to submit these forms annually to the Office of Contract Compliance, One Main Street, City-County Building, Room 800, Fort Wayne, Indiana, 46802:
- \* Certificate of Non-Segregated Facilities.
  - \* Certification of Bidder/Vendor, Anti-Apartheid Ordinance

Once received, these forms will be kept on record for a period of one (1) year. This will eliminate the need to submit these forms with each bid. Your bid will be considered incomplete, if you fail to submit these documents to the Office of Contract Compliance as required.

ASSISTANCE

If you have any questions regarding these instructions please feel free to contact the engineering departments, if you have any questions regarding special conditions, plans and specifications or drawings, or the Office of Contract Compliance.

DEPARTMENTSTELEPHONE NUMBERS

STREET ENGINEERING	(219) 427-1138
STREET LIGHT ENGINEERING	(219) 427-1173
WATER ENGINEERING	(219) 427-1142
WATER POLLUTION CONTROL ENGINEERING	(219) 427-1143
BOARD OF PUBLIC WORKS & SAFETY	(219) 427-1112
OFFICE OF CONTRACT COMPLIANCE	(219) 427-1370

IMPROVEMENT RESOLUTION  
FOR STREETS  
NO. 6104-87

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve SOUTH COLISEUM BLVD. from the north curb line of New Haven Avenue to its southern terminus (south curb line of Pontiac Street)

- Profile Planing
- New Inlets
- 3" H.A.C. (Asphalt)

Note: Coliseum Blvd. is separated by a section line. The west half is located within the legal limits of the City of Fort Wayne, Indiana and the east half is located within the boundaries of Allen County. The cost of this improvement will be shared equally between the two parties - 50% City of Fort Wayne and 50% Allen County as per interlocal agreement between the City of Fort Wayne and the Allen County Board of Commissioners.

All in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and Allen County and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement.

Adopted, this 12<sup>th</sup> day of August, 1987.

BOARD OF PUBLIC WORKS & SAFETY

ATTEST: Helen D. Gorenau  
Secretary and Clerk

B I D

CONTRACTOR: S.E. Johnson Companies, Inc.

PROJ: SOUTH COLISEUM BLVD.

RES. NO: 6104-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1.	Cold-Milling(Profiling) 3"	13500	SY	10	13635 <sup>00</sup>
2.	Pavement Removal	200	SY	2 <sup>00</sup>	400 <sup>00</sup>
3.	H.A.C. #9 Binder	1450	TON	26 <sup>25</sup>	38025 <sup>00</sup>
4.	H.A.C. A-2 Surface	750	TON	32 <sup>75</sup>	24562 <sup>50</sup>
5.	Water Valves Adj. & Set to Grade	20	EA	110 <sup>00</sup>	2200 <sup>00</sup>
6.	M.H.'s Adj. & Set to Grade	7	EA	275 <sup>00</sup>	1925 <sup>00</sup>
7.	Std. Inlets(Complete in Place)	6	EA	700 <sup>00</sup>	4200 <sup>00</sup>
8.	C.B.'s Adj. & Set to Grade	8	EA	275 <sup>00</sup>	2200 <sup>00</sup>
9.	Thermoplastic Powder(Prismo Brand)	2750	LB	10	3025 <sup>00</sup>
10.	6" White Reflectorized Cold Plastic	2160	FT	130	2808 <sup>00</sup>
11.	Yellow Temp. Pvmnt. Markings	500	LF	025	125 <sup>00</sup>

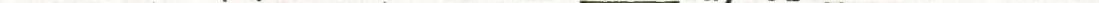
TOTAL:

93143<sup>00</sup>

SHEET 1 OF 1

Note: Contractor will be paid on measured quantities only at unit price bid

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below,  
hereunto set hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.  
  


**FIRM NAME** \_\_\_\_\_

BY: \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:**

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 2nd day of September, 1987.

S.E. Johnson Companies, Inc.  
**NAME OF CORPORATION**

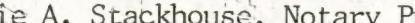
BY: William L.G. Etzler  
**PRESIDENT** William L.G. Etzler, P.E. - Agent

**ADDRESS:** 201 S. Thomas Rd., PO Box 12349

Fort Wayne, In. 46863-2349

**TELEPHONE:** (219) 432-8886

**ATTEST:**

A circular notary seal with the words "NOTARY PUBLIC" at the top and "TEXAS" at the bottom, with a central emblem.

Julie A. Stackhouse  
Julie A. Stackhouse, Notary Public

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed herewith, find Cashier's or Certified Check for \$ \_\_\_\_\_

being 5% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said City, if \_\_\_\_\_

BIDDER

shall not within 10 days after Notice of Acceptance of the within bid, enter into a written Contract, and secure said contract by a Performance Bond, for the full amount of the Contract to the approval of the proper officials of said City.

---

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to five (5%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award the Contract for said work, and, if \_\_\_\_\_

S.E. Johnson Companies, Inc.

BIDDER

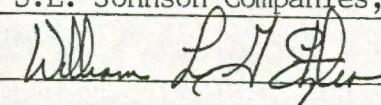
shall enter into a Contract and furnish a 100% Performance Bond, as required, within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void; otherwise, to remain in full force and effect.

## NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and William L.G. Etzler

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

S.E. Johnson Companies, Inc.



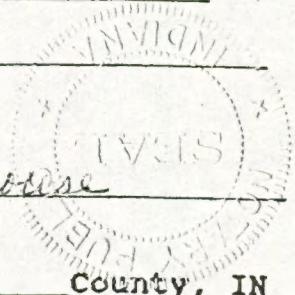
\_\_\_\_\_  
William L.G. Etzler, P.E. -Agent

Subscribed and sworn to before me by William L.G. Etzler

this 2nd day of September, 1987.

My Commission Expires:

January 21, 1991

  
Julie A. Stackhouse  
Julie A. Stackhouse  
NOTARY PUBLIC  
Resident of Allen County, IN

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_.

My Commission Expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My Commission Expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

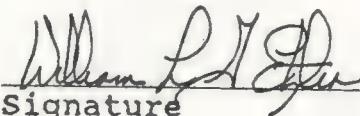
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, William L.G. Etzler, the Agent  
Name \_\_\_\_\_, the S.E. Johnson Companies, Inc.  
Position \_\_\_\_\_, the Company

HEREBY CERTIFY:

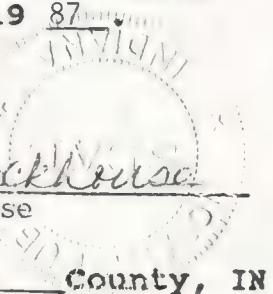
1. That the Financial Statement of said Company, dated the 31st day of December, 19 86, now on file in the office of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED September 2, 1987

  
Signature

William L.G. Etzler, P.E. - Agent  
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 2nd day of September, 19 87.

  
Julie A. Stackhouse  
Julie A. Stackhouse  
NOTARY PUBLIC  
Resident of Allen County, IN

My Commission Expires:

January 21, 1991

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_%.

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have \_\_\_\_% participation (employees) \_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_%. (Cross out inapplicable provision.)

C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. Myers Trucking Co. Inc.	Indianapolis, Ind.	Trucking of Materials
2.		
3.		

D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. State Wide Trucking Inc.	Ft. Wayne, Ind.	Material Supply
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

---

---

---

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

---

---

---

(Attach additional sheets as necessary.)

Contractor S.E. Johnson Companies, Inc.

Contractor \_\_\_\_\_

By William L.G. Etzler

By \_\_\_\_\_

Its William L.G. Etzler, P.E. - Agent

Its

"MINORITY/FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

---

---

---

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

---

---

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(Attach additional sheets, if necessary.)

CONTRACTOR: S.E. Johnson Companies, Inc.

By: William L.G. Etzler

Its: William L.G. Etzler, P.E. - Agent

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
Reg Smith	1-982-8738
Robert Burnside	436-1434

S.E. Johnson Companies, Inc.  
Contractor

Resolution No. 6104-87

It is the policy of S.E. Johnson Companies, Inc. \_\_\_\_\_ that  
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy S.E. Johnson Companies, Inc. \_\_\_\_\_ will not  
(Company)

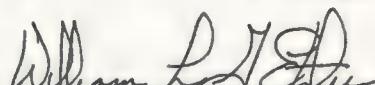
discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The S.E. Johnson Companies, Inc. will take affirmative action  
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

S.E. Johnson Companies, Inc.  
(Name of Company)

  
William L.G. Etzler  
(Signature of Company Official)  
William L.G. Etzler, P.E. - Agent

September 2, 1987  
(Date)

INSTRUCTIONS TO BIDDERS  
BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF FORT WAYNE, INDIANA

AUGUST 14, 1987  
Non-Federally Funded Construction

1. SUBMISSION OF BIDS. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 2nd day of SEPTEMBER 19 87, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6104-87 SOUTH COLISEUM BLVD.

(SEE ATTACHED COPY OF RESOLUTION FOR DETAILS)

2. INCLUSION OF CLAUSES. If a clause in the Invitation for Bids (IFB) has a box  beside it, the clause applies to the IFB only if it contains a check mark ( ) or an "X." Any questions as to whether a clause is included or not, should be referred to the Board.

3. QUESTIONS AS TO BID DOCUMENT. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the appropriate Engineering Department. If the information requested or change made is substantive, the Board will issue an amendment to the solicitation and will send such amendment to all potential bidders, who have procured bid documents. The Board and the City will not be responsible for any oral instructions.

4. AWARD OF CONTRACT (TIMELINESS, RESPONSIVENESS, AND, RESPONSIBILITY). A contract will be awarded to the lowest and best timely bidder, who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. BID REQUIREMENTS. All sealed bid packets shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All sealed bid packets shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and, unless the instructions to Bidders otherwise state, the total cost of the various sections shall be considered a lump sum bid.

6. EXAMINATION OF BIDS FOR RESPONSIVENESS. After the bids are opened and read, the Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. An alteration, erasure, or interlineation may cause the bid to be determined non-responsive.

However, The Board reserves the right to accept, reject, and waive defects or irregularities on any bid.

7. DETERMINATION OF RESPONSIBILITY. Prior to awarding any contract pursuant to this Bid, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey. Failure to cooperate can result in a finding of non-responsibility.

8. PREQUALIFICATION. In addition to being timely, responsive, and, responsible, a bidder must also be prequalified by the State Department of Highways or by \_\_\_\_\_ in order to be awarded a Contract.

9. BID BOND OR DEPOSIT. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of five percent (5 %) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of five percent (5 %) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort

Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void or the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided, that the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. SWORN EXPERIENCE QUESTIONNAIRE, PLAN AND EQUIPMENT QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old, in which case the bidder can, instead, submit a Certificate in Lieu of Financial Statement.

11. EXECUTION OF ADDITIONAL BID DOCUMENTS. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. BRAND NAME OR EQUAL-SPECIFIED MATERIALS OR EQUAL. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials, and, if the Director of The Board determines that they are equal in durability and sufficiency to those mentioned, and, of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board, prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE REQUIREMENTS.

(CONSTRUCTION)

It is the policy of The City of Fort Wayne, that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne), which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

MINORITY BUSINESS ENTERPRISE (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native.) The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

WOMEN BUSINESS ENTERPRISE (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is prepared is governed by the MBE/WBE Ordinance. The MBE/WBE Commitment Form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

14. MINORITY/FEMALE HOURLY EMPLOYMENT REQUIREMENTS.  
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state, on the enclosed form, the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth shall become contractually binding on the bidder.

The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow City officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

15. REQUIRED PREVAILING WAGE SCHEDULE PAYMENTS - PURSUANT TO INDIANA CODE 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. SITE ORIENTATION. A site orientation will be conducted on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. PRE-BID CONFERENCE. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the bid documents and proposed contract, and to answer any questions. This conference will held on \_\_\_\_\_ 19\_\_\_\_\_, at \_\_\_\_\_ M. at

\_\_\_\_\_ or at such date, time, and place as The Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. PERFORMANCE BOND. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work of specification."

19. ADDITIONAL BONDS. If a bidder is awarded a contract, he will also be required to execute with surety, satisfactory to The Board:

- A. Payment Bond. In the amount of payment to be made under the Contract.
- B. Guaranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance; in lieu of a separate bond, the contractor may elect to provide a combination performance and guaranty bond on the form prescribed by the Board.

20. COUNCILMANIC APPROVAL AND RATIFICATION OF CONTRACT. The contract for the work specified herein, although executed on behalf of the City by the Mayor and The Board, shall not be binding upon the City; unless, and, until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And, if the Common Council fails to approve the Contract within ninety (90) days after the date of bid opening, then the Contractor shall not be bound to the Contract unless he/she/it elects to be so bound.

21. METHOD OF CONTRACT AWARD. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPOSAL

CITY OF FORT WAYNE, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY

The contractor agrees to furnish at his/her/its own cost, all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6104-87    SOUTH COLISEUM BLVD.

All work will be performed in accordance with:  
The bidding documents and the applicable plans, specifications, and drawings. The contractor agrees to perform the work for those unit prices as set forth in the bid attached hereto.

LIQUIDATED DAMAGES PROVISION. (THIS CLAUSE SHALL BE APPLICABLE TO THIS CONTRACT ONLY IF THE BOX CONTAINS A CHECKMARK OR AN "X.")  
It is hereby agreed by and between the City of Fort Wayne and Contractor, that time is of the essence of this agreement, and, the contractor agrees that it will complete the project as herein defined on or before 10/15/87 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne; and, therefore, provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 10/15/87 days after issuance of the Notice to Proceed, that the project remains incomplete. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages, which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include, but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America, or, of the State of Indiana, or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID  
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we, S. E. JOHNSON COMPANIES, INC. as principal, and

and THE CINCINNATI INSURANCE COMPANY  
as sureties, are held and firmly bound unto the City of Fort Wayne,  
Indiana, in the sum of 5% of Maximum Bid -----

----- DOLLARS (\$-----), to be paid to the  
said City of Fort Wayne, Indiana, or its successors or assigns, for the  
payment of which, well and truly made, we hereby bind ourselves, our  
heirs, successors, executors and administrators, jointly and severally,  
firmly by these presents.

SIGNED AND SEALED at Fort Wayne, Indiana, this 2nd  
day of September, 1987.

The condition of this obligation is such that if the accompanying bid  
or proposal of resurfacing South Coliseum Boulevard from the North curb line of

New Haven Avenue to its southern terminus South curb line of Pontiac Street -

Resolution #6104-87

made this day to the City of Fort Wayne, State of Indiana, is accepted,  
and, the Contract awarded to the above bidder, and, the bidder shall,  
within ten (10) days after such award is made, enter into a Contract  
with the City of Fort Wayne, State of Indiana, for the work bid upon,  
and, give bond as required; then this obligation shall be null and  
void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 2nd day of September, 1987.

S. E. JOHNSON COMPANIES, INC.

THE CINCINNATI INSURANCE COMPANY

By: William L.G. Etzler

PRINCIPAL

William L.G. Etzler, P.E. - Agent

\*By:

Donald R. Rush

SURETY Attorney-in-fact

\*If signed by an agent, appropriate Power of Attorney shall be  
attached.

Admn. Appr.

South

Coliseum Blvd.,

Asphalt

TITLE OF ORDINANCE Contract for Improvement Res. 6104-87, South Coliseum Blvd., Asphalt

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6104-87, S. Coliseum Blvd.

is for the improvement of South Coliseum Blvd. from the north curb line of New Haven Avenue to its southern terminus (south curb line of Pontiac Street)

- Profile Planing - New Inlets - 3" H.A.C. (Asphalt)

S. E. Johnson Companies, Inc., is the Contractor

✓ 87-09-33-

EFFECT OF PASSAGE Improvement of S. Coliseum Blvd.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$93,143.00

ASSIGNED TO COMMITTEE

BILL NO. S-87-09-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract for  
Res. 6104-87, Coliseum Blvd. - Streets, between S.E. Johnson  
Companies, Inc., and the City of Fort Wayne, Indiana, in connection  
with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO  
CHAIRMAN

JANET G. Bradbury  
JANET G. BRADBURY  
VICE CHAIRPERSON

Paul M. Burns  
PAUL M. BURNS

J.S.  
JAMES S. STIER

Charles B. Redd  
CHARLES B. REDD

CONCURRED IN 10-13-87

SANDRA E. KENNEDY  
CITY CLERK